

000012899

CORRES. CONTROL
OUTGOING LTR NO.

DE ORDER#

73RF 13922



EG&G ROCKY FLATS, INC.
ROCKY FLATS PLANT, P.O. BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

November 10, 1993

93-RF-13922

Mr. Henry Sobanet
Pope Properties
6480 South Pontiac
Englewood, CO 80111

USE AGREEMENT FOR OFFSITE SAMPLING - MG-043-93

Dear Henry:

I have enclosed your copy of the Use Agreement with the Department of Energy (DOE) with original signatures for your records. I appreciate your cooperation in obtaining access to this property. Analysis results from soil samples obtained from this property will help support an important environmental study.

I will send you the results of the lab analysis as soon as they becomes available. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

[Handwritten signature]

M. Guillaume
Operable Unit 3 Project Manager
Remediation Project Management

dqi

Enclosures:
As Stated

CLASSIFICATION:

CNI		
NCCLASSIFIED		
CONFIDENTIAL		
SECRET		

**AUTHORIZED CLASSIFIER
SIGNATURE**

~~DOCUMENT CLASSIFICATION~~
~~REVIEW WAIVER PER~~
~~ATE CLASSIFICATION OFFICE~~

REPLY TO RFP CC NO:

CTION ITEM STATUS
PARTIAL/OPEN
☐ CLOSED

TR APPROVALS:

RIG & TYPIST INITIALS

MG del

ADMIN RECCRD

SW-A-003575

EG&G ROCKY FLATS, INC.
ROCKY FLATS PLANT, P.O. BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

93-RF-1008

-46459 (Rev. 9/92)

93 RF 24 05



EG&G ROCKY FLATS, INC.

March 24, 1993

93-RF-2405

Attn: S. Schiesswohl

Attached are access permits obtained for the Operable Unit No. 3 (OU 3) offsite Remedial Investigation field work. As OU 3 field work progresses and involved landowners are identified, more permits will be transferred to your office for signature and archiving. Two original copies of each owner's permit are attached; one signed original should be returned to Michael Guillaume of my staff for return to the landowner.

Under Part 39 of the Interagency Agreement, the Department of Energy is required to provide a copy of the signed agreements to the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). After obtaining all access agreements for the OU Remedial Investigation, a copy of each permit will be provided to the regulatory agencies.

Permits for the following landowners are attached:

**Donald J., Donald D., and Mary I. Ryan
Schaaf and Company
Interlocken Ltd.**

**Pope Properties
Regional Transportation District
Stephen E. Paul, Robert Nurisso, and Edward M.
O'Reilly and Sara E. O'Reilly 1991 Trust**

Also attached is a copy of the letter to William K. Somerville confirming his verbal agreement to allow access.

If you have any question regarding these permits, please call M. Guillaume at 966-8557.

W. S. Busby
Deputy Director
Remediation Project Management

MG:dmf

Orig. and 1 cc - R. J. Schassburger

Attachments:
As Stated (3)

cc:
R. H. Birk - DOE, RFO

ACTION ITEM STATUS
 OPEN ☐ CLOSED

☐ PARTIAL

R APPROVALS:

SR : 14

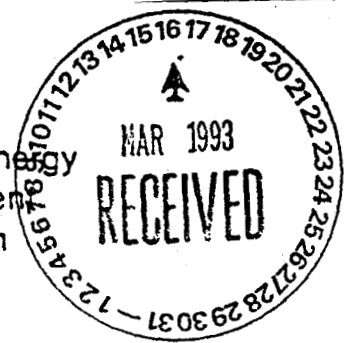
ING & TYPIST INITIALS

McL. f.

11/11/11

4-750 (Rev. 9-92)

Use Agreement No.
U.S. Department of Energy
Interagency Agreement
OU 3 Offsite Program



USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and POPE PROPERTIES and the CITY OF BROOMFIELD (hereinafter referred to as the "Grantors").

WITNESSETH THAT:

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991: and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A;

NOW THEREFORE, it is agreed that:

1. The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B; PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines; PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

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abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors.

2. The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds.
3. The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer; and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement.
4. The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

5. Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty. DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement.

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor.

6. The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927.401/Department of Energy Acquisition Regulation (DEAR).
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
8. If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page.

Use Agreement No.

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts.

GRANTORS:
For POPE PROPERTIES

By: Henry Solauet
authorized by Thomas Kestic

Date: March 11, 1993

CITY OF BROOMFIELD

By: George Di Lillo
City Manager

Date: March 5, 1993

APPROVED AS TO FORM:

[Signature]
City Attorney

Consented to:
Name

Interest

Signature

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By: [Signature]

Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P.O. Box 928
Golden, Colorado 80402-0928

Date: 8/10/93

Concurred by:
EG&G ROCKY FLATS, INC.
DOE Contractor, contract number
DE-AC04-90DP62349

By: [Signature]

Title: AGM RRM

Date: 3-16-93

Exhibit A: Map

E 1/2 of SE 1/4 of Section 3
T.2S. R.69W.

Sampling Location: PT 17292

Owner: Pope Properties

WADSWORTH BLVD.

2025 - 256

ST. HWY

Approx. sampling
location PT 17292

5 00' 17" W

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -POPE PROPERTIES

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on Pope Properties involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.

**Department of Energy**ROCKY FLATS OFFICE
P.O. BOX 928
GOLDEN, COLORADO 80402-0928

NOV 03 1994

94-DOE-09282

Henry Sobanet
Pope Properties
3895 S. Nigara Way
Denver, CO 80237*Not Listed**→ WRONG ADDRESS, LETTER RETURNED TO DOE***Re: REPORT ON YOUR SOIL SAMPLE ANALYSIS - LOCATION PT 17292****Dear Mr. Sobanet:**

The Department of Energy (DOE) first wishes to thank you for allowing access to Pope Properties property for soil sampling. Your cooperation is greatly appreciated and essential to this important environmental investigation.

Second, DOE has received initial data from the soil samples taken from Pope Properties as part of the ongoing Rocky Flats Plant environmental investigation. Included in this correspondence are your laboratory analysis results (Enclosure 1), results of soil analyses from background locations for comparison (Enclosure 2), and an information sheet defining technical terms used in the explanation of the data (Enclosure 3). Also included is information on types and sources of radiation (Enclosure 4A and 4B).

Your soil analysis results represent the concentration of certain radioactive materials -plutonium, americium, and uranium - found in the soils. Plutonium is primarily a result of artificial production; little naturally-occurring plutonium exists in the world. However, small amounts are found in soils throughout the world as a result of residual fallout from past global atmospheric nuclear weapons testing and space research. No nuclear weapons tests have ever been conducted at Rocky Flats. In addition to plutonium, smaller amounts of americium are found in association with plutonium. Americium is formed from the decay of plutonium and is an important component of fallout. Uranium is a naturally-occurring radioactive material found at varying concentrations throughout the United States. The Front Range of Colorado typically has relatively high and variable natural uranium in its soil compared with much of the rest of the United States. Thus all soils contain measurable amounts of background levels of plutonium, americium, and uranium from fallout and natural sources.

In addition to natural background levels and fallout sources of plutonium, americium, and uranium, the Rocky Flats Plant has used these materials in the plant's past operations. Although sample results are reported for plutonium, americium, and uranium; plutonium is considered the most important contaminant of concern in areas offsite of Rocky Flats. One purpose of the environmental investigation is to determine what range of concentrations of plutonium, americium, and uranium can be expected in this area from background sources and what amounts, if any, of these materials in soil might be attributed to past Rocky Flats activities. We greatly appreciate your assistance in helping us develop this information.

Henry Sobanet
94-DOE-09282

2

NOV 03 1994

The analysis of soil samples from your property include measurements of the radioactivity from three elements: plutonium (Pu), americium (Am), and uranium (U). The forms or "isotopes" of the elements include $^{239/240}\text{Pu}$, ^{241}Am , $^{233/234}\text{U}$, ^{235}U , and ^{238}U . The superscript number preceding the element symbol describes the number of protons and neutrons in the nucleus of the element atom and indicates the isotope of the element. These are the primary isotopes contributing to background radioactivity and Rocky Flats Plant sources of plutonium, americium, and uranium attributed to Rocky Flats.

Two different sampling methodologies were used to sample your property. Both methodologies sampled the top surface of the soil but at slightly different depths. The Colorado Department of Public Health and Environment (CDPHE) method samples the top 1/4 inch of soil. The Rocky Flats Environmental Technology Site (Site) method samples the top 2 inches of soil. Results from both methods are reported in enclosure 1. When results from the two sampling methods are statistically compared, no difference is found. We are reporting results for both methods for completeness. Soil sample results are expressed in units of picocuries per gram of soil (pCi/g). A curie is a unit for measuring radioactivity based on the rate of radioactive disintegration. Approximately sixteen grams of plutonium will produce 1 curie of radioactive disintegration. A picocurie is a fraction of a curie equal to one-trillionth of a curie.

You will notice in enclosure 2 that the background concentrations of these radionuclides are highly variable. Deposition of radioactive fallout is not uniform, therefore the concentration found in soils is also not uniform. Large variations in concentration can occur even within a small geographic area. Fallout deposition is greatly influenced by the weather, particularly rain and snow distribution and wind patterns. Thus fallout levels increase with altitude, most likely because of higher precipitation. These factors make assessing possible offsite impacts, in low background concentration range, from the Rocky Flats operation very difficult.

To understand the analysis results from your property, comparison with existing background concentrations is valuable. Enclosure 1 reports background levels for Pu, Am, and U. Two sources of background results are listed: measurements by DOE from an area northwest of the Site and measurements by the CDPHE obtained from eastern Colorado. The CDPHE uranium analysis only measured the total uranium metal content, or sum of the isotopes, in the soil rather than specific isotopes seen in DOE's background measurements. Plutonium is our primary contaminant of concern in the areas offsite from Rocky Flats.

Your surface soil sample results will be combined with other soil, sediment, air, surface water, groundwater, and biological sample analysis results to assess the effect of Rocky Flats on offsite areas. A Remedial Investigation Report is in development to determine the nature and extent of offsite contamination and assess the potential human health risk. The expected completion date for this report is mid 1995. A draft report will be prepared by the middle of next year but will require extensive review cycles by the Environmental Protection Agency and CDPHE before final approval.

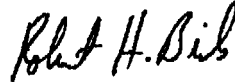
Henry Sobanet
94-DOE-09282

3

NOV 03 1994

Please review the enclosed information. If you should have any questions at all, please call me; Robert Birk, at 966-5921. I will make whatever arrangements are necessary to answer your questions or concerns. Again, we extend our appreciation for your assistance in this project.

Sincerely,



Robert H. Birk
Operable Unit No. 3 Project Manager
Environmental Restoration

Enclosure

cc w/o Enclosure:
Administrative Record

Pope Properties
3895 South Niagara Way
Denver, CO 80237

13885

Dear Sirs:

o b o

Pope Properties is listed as the owner of two property parcels along Wadsworth Boulevard in the East 1/2 of Southeast 1/4 of Section 3, T.2 S., R. 69 W. EG&G-Environmental Management, on behalf of the Department of Energy-Rocky Flats Office (DOE), is requesting access to one of these parcels to obtain a small soil sample to support an environmental study that is currently being conducting. I was unable to locate your phone number and must rely on this letter. I would appreciate a call so I can discuss this request with you and answer any questions or concerns you may have.

A soil sample from your property would help support an environmental study being conducted by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder County and local cities representatives.

This letter is a request for access with enclosures that describe general information on the sampling activities, a map showing the proposed sampling location, and a Use Agreement for signature. After reviewing this Use Agreement, modifications can be made to address specific concerns. If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials I will return one copy for your files.

If you should have further questions, please feel free to call me at 966-8557.

1/14 - VISITED NIAGARA ADDRESS - HOME OWNER
AT ADDRESS IS NOT RELATED TO POPE PROPERTIES

M. Guillaume, OU 3 Manager
Remediation Programs Division

GAJE → KENERY SOBANE

6480 S PONTIAC CT.

cc:
Administrative Record

ENGLEWOOD 80111

Henry Sobanet
Pope Properties
6480 South Pontiac Ct.
Englewood, CO 80111

ALL 3
REGISTERED LETTERS
w/ ENCLOSURES + SELF-ADDRESSED
ENVELOPES
93-RF-1008
MG-004-23

Dear Henry:

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A soil sample from your property would help support an environmental study being conducted by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder County and local cities representatives.

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If you should have further questions, please feel free to call me at 966-8557.

M. Guillaume, OU 3 Manager
Remediation Programs Division

cc:
Administrative Record

1/27 - Henry called 721-6975
sending Agreement To San Francisco, Atty For
Pope Properties For approval - property is
also leased to Broomfield

2/18 - Henry called - needs new
copies of agreement (sent 2/19) was
OK From San Francisco to sign - will
also contact Broomfield as they
have lease on property.

ST. HWY.

2025 - 256

WADSWORTH BLVD.

657'

830'

1122'

N 01° 03' W

N 89° 14' E

1300'

N 89° 20' W

1370'

S 00° 17' W

100'

1300'

Exhibit A: Map

E 1/2 of SE 1/4 of Section 3

T.2S. R.69W.

Sampling Location: PT 17292

Owner: Pope Properties

ST. HWY.

2025 - 256

WADSWORTH BLVD.

**Approx. sampling
location PT 17292**

S 00° 17' W

Exhibit A: Map

E 1/2 of SE 1/4 of Section 3

T.2S. R.69W.

Sampling Location: PT 17292

Owner: Pope Properties

ST. IIWY.

2025 - 256

WADSWORTH BLVD.

Approx. sampling
location PT 17292

ROCKY FLATS PLANT, P.O. BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

92-RF-13885

HENRY SOBANEZ
did NOT receive
this letter

7-74 12-20-1961